

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

THE UNITED STATES OF AMERICA, for
the Use and Benefit of Master Steel, LLC,

Plaintiff,

v.

CCCS International, LLC, and The Gray
Insurance Company,

Defendants.

Case No.: 9:25-cv-03833-RMG

COMPLAINT

COMES NOW the Plaintiff, the United States of America, for the Use and Benefit of Master Steel, LLC (“Master Steel”), and files this Complaint against CCCS International, LLC (“CCCS”) and The Gray Insurance Company (“Insurer”) as follows:

PARTIES

1. Master Steel is a South Carolina limited liability company having its principal place of business at 9769 Speedway Blvd, Hardeeville, South Carolina 29927.

2. CCCS is a South Carolina limited liability company having its principal place of business at 3436 Rivers Avenue, North Charleston, South Carolina, 29405.

3. Insurer is a Louisiana Company having its principal place of business at 3601 N. I-10 Service Road West, Metairie, Louisiana, 70002.

JURISDICTION AND VENUE

4. This Court has jurisdiction as this is an action which arises under the laws of the United States of America pursuant to 40 U.S.C. § 1331, *et seq.* (the “Miller Act”).

5. Venue is proper in this Court pursuant to the Miller Act as the work performed

and material delivered and forming the basis of this Complaint were within the District of South Carolina.

FACTUAL BACKGROUND

6. Upon information and belief, CCCS entered into a written contract with the United States of America, specifically the NAVFACSYSCOM MID-ATLANTIC Contracting Core, Contract Number N4008524D0003 (“Prime Contract”), on October 17, 2023. *See* Ex. 1.

7. The Prime Contract was guaranteed by a Payment Bond in the penal sum of Five Million Eight Hundred Seventy-One Thousand Sixty-One Dollars (\$5,871,061.50) & 50/100, which was guaranteed by the Insurer. *See* Ex. 2.

8. CCCS subcontracted with Master Steel to provide shop drawings, submittals, labor, equipment, materials and supervision for the fabrication, erection, and delivery of structural steel components, as well as supply submittals, shop drawings with engineering and the supply and erection of (100) lineal feet of 3-line aluminum picket rail with a standard powder coat finish, produced in a separate mobilization from the structural steel components (“Subcontract”). *See* Ex. 3.

9. The Subcontract Project No. was 2024-MCAS-300, with a Project Location of Marine Corps Air Station (“MCAS”), in Beaufort, South Carolina, which is located within the District of South Carolina.

10. Master Steel provided work and materials in exchange for payment by CCCS, pursuant to the terms of the Subcontract and in prosecution of CCCS’s Prime Contract, including providing shop drawings and materials for the MCAS in Beaufort, South Carolina.

11. More than ninety (90) days has elapsed since Master Steel last performed work and provided materials to the Project.

12. Despite demand, CCCS has failed to pay the balance of the money due to Master Steel on the Subcontract. *See* Ex. 4.

13. Master Steel last provided work and materials in advancement of the Subcontract and Prime Contract on May 21, 2024. This action is filed within one year from the date of last providing work and materials to the Project and no conditions precedent to bringing this suit remain unperformed.

FIRST CAUSE OF ACTION

(Miller Act Payment Bond Claim Against CCCS International, LLC and Insurer)

14. The above allegations are incorporated herein by reference thereto.

15. Master Steel provided shop drawings and materials in carrying out the work provided for in the Prime Contract which were incorporated into the Project.

16. CCCS has failed and refused to pay Master Steel the full balance due for the shop drawings and materials provided to and incorporated into the Project.

17. Master Steel is due Fifteen Thousand Dollars (\$15,000.00) in principal for unpaid labor and materials provided to and incorporated into the Project, exclusive of any interest, attorney's fees, and costs.

18. Pursuant to the terms of the Subcontract, Bond, and the Miller Act and relevant law, CCCS is liable to Master Steel for the outstanding sum owed to Master Steel, plus pre-judgment and post-judgment interest, costs, and attorney's fees.

SECOND CAUSE OF ACTION

(Breach of Contract Against CCCS International, LLC)

19. The above allegations are incorporated herein by reference thereto.

20. Master Steel and CCCS entered into the Subcontract on January 30, 2024.

21. Master Steel performed its obligations under the Subcontract, in the form of the

creation of shop drawings and providing materials to CCCS.

22. For its creation of shop drawings and the provision of materials to CCCS, Master Steel sent CCCS a Pay Application on May 21, 2024 for Fifteen Thousand Dollars (\$15,000.00). *See* Ex. 5.

23. CCCS has failed to pay Master Steel for the work it completed under the Subcontract.

24. CCCS has breached its Subcontract with Master Steel.

25. As a consequence of CCCS's breach, Master Steel has suffered actual damages in the amount of Fifteen Thousand Dollars (\$15,000.00).

26. Master Steel has been damaged in the amount above stated, plus prejudgment interest on the amounts paid.

WHEREFORE, Master Steel demands judgment against CCCS International, LLC in the sum of Fifteen Thousand Dollars (\$15,000.00) in principal, plus pre-judgment and post-judgment interest, costs, attorney's fees, and further relief this Court deems proper.

BURR & FORMAN LLP

Respectfully submitted,

s/Benjamin R. Jenkins, IV
Benjamin E. Nicholson, V (Fed. ID No. 4958)
nnicholson@burr.com
Benjamin R. Jenkins, IV (Fed. ID No. 14138)
BURR & FORMAN LLP
1221 Main St., Suite 1800 (29201)
P.O. Box 11390 (29211)
Columbia, South Carolina
T: 803.799.9800
F: 803.933.1438
Attorneys for the Plaintiff Master Steel, LLC

Columbia, South Carolina
May 6, 2025